

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

LINA KIM, DDS, P.S. individually and on behalf of all others similarly situated,

Plaintiff,

No.

SENTINEL INSURANCE COMPANY,  
LIMITED

Defendant.

## COMPLAINT CLASS ACTION

## JURY DEMAND

## I. INTRODUCTION

Plaintiff, LINA KIM, DDS, P.S. (“Kim”), individually and on behalf of all other similarly situated members of the defined national class (the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant Sentinel Insurance Company, Limited (“Sentinel or “Defendant”) and alleges as follows based on personal knowledge and information and belief:

## II. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship

COMPLAINT—CLASS ACTION - 1

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from Defendant, there are 100 or more Class members nationwide, and the aggregate amount in controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1337.

2.       Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the Court has personal jurisdiction over Defendant, a substantial portion the alleged wrongdoing occurred in this District and the state of Washington, and Defendant has sufficient contacts with this District and the state of Washington.

3.       Venue is proper in the Western District of Washington pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at issue in this Complaint arose in this District. Plaintiff's businesses are located in Seattle, King County. This action is therefore appropriately filed in the Seattle Division because a substantial portion of the events giving rise to this lawsuit arose in King County.

### III. PARTIES

4. Plaintiff, Lina Kim, DDS, P.S., is a dental business with locations 4540 Sand Point Way NE Ste 340, Seattle, WA 98105 and 3150 W. Government Way, Seattle, WA 98199.

5. Defendant Sentinel Insurance Company, Limited is an insurance carrier incorporated and domiciled in Connecticut, with its principal place of business in Hartford, Connecticut.

#### IV. NATURE OF THE CASE

6. Due to COVID-19 and a state-ordered mandated closure, Plaintiff cannot provide dental services. Plaintiff intended to rely on its business insurance to keep its business as a going concern. This lawsuit is filed to ensure that Plaintiff and other similarly-situated policyholders receive the insurance benefits to which they are entitled and for which they paid.

1       7.     Defendant Sentinel issued one or more insurance policies to Plaintiff, including  
2 Spectrum Business Owners Policy and related endorsements, insuring Plaintiff's property and  
3 business practice and other coverages, with effective dates of November 18, 2019 to November  
4 18, 2020.

5       8.     Plaintiff's business property includes property owned and/or leased by Plaintiff  
6 and used for general business purposes for the specific purpose of dental and other business  
7 activities.

8       9.     Defendant Sentinel's insurance policy issued to Plaintiff promises to pay Plaintiff  
9 for "direct physical loss of or physical damage to" covered property.

10      11.    Defendant Sentinel's insurance policy issued to Plaintiff includes Business  
11 Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil  
12 Authority Coverage.

13      12.    Plaintiff paid all premiums for the coverage when due.

14      13.    On or about January 2020, the United States of America saw its first cases of  
15 persons infected by COVID-19, which has been designated a worldwide pandemic.

16      14.    In light of this pandemic, Washington Governor Jay Inslee issued certain  
17 proclamations and orders affecting many persons and businesses in Washington, whether  
18 infected with COVID-19 or not, requiring certain public health precautions. Among other  
19 things, Governor Inslee's "Stay Home, Stay Healthy" order required the closure of all non-  
20 essential businesses, including Plaintiff's business.

21      15.    By order of Governor Inslee, dentists including Plaintiff were prohibited from  
22 practicing dental services but for urgent and emergency procedures.

1 15. Governor Inslee's "PROCLAMATION BY THE GOVERNOR AMENDING  
2 PROCLAMATION 20-05: 20-24 Restrictions on Non Urgent Medical Procedures," dated  
3 March 19, 2020, also provides, in part:

4 WHEREAS, the health care person protective equipment supply chain in  
5 Washington State has been severely disrupted by the significant increased use of  
6 such equipment worldwide, such that there are now critical shortages of this  
7 equipment for health care workers. To curtail the spread of the COVID-19  
8 pandemic in Washington State and to protect our health care workers as they  
9 provide health care services, it is necessary to immediately prohibit all hospitals,  
10 ambulatory surgery centers, and dental orthodontic, and endodontic offices in  
11 Washington State from providing health care services, procedures and surgeries  
12 that require personal protective equipment, which if delayed, are not anticipated  
13 to cause harm to the patient within the next three months.

14 16. No COVID-19 virus has been detected on Plaintiff's business premises.

15 17. Plaintiff's property has sustained direct physical loss and/or damage related to  
16 COVID-19 and/or the proclamations and orders.

17 18. Plaintiff's property will continue to sustain direct physical loss or damage  
18 covered by the Sentinel policy or policies, including but not limited to business interruption,  
19 extra expense, interruption by civil authority, and other expenses.

20 19. Plaintiff's property cannot be used for its intended purposes.

21 20. As a result of the above, Plaintiff has experienced and will experience loss  
22 covered by the Sentinel policy or policies.

23 21. Upon information and belief, Sentinel has denied or will deny all similar claims  
24 for coverage.

## 25 V. CLASS ACTION ALLEGATIONS

26 22. This matter is brought by Plaintiff on behalf of itself and those similarly situated,  
under Federal Rules of Civil Procedure 23(b)(1), 23(b)(2), and 23(b)(3).

23. The Classes that Plaintiff seeks to represent are defined at this time as:

1                   A.     ***Business Income Breach of Contract Class:*** All persons and entities in  
2 the United States insured under a Sentinel policy with Business Income Coverage who  
3 suffered a suspension of their practice at the covered premises related to COVID-19  
4 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities  
5 and whose Business Income claim has been denied by Sentinel.

6                   B.     ***Business Income Coverage Breach of Contract Washington Subclass:***  
7 All persons and entities in the State of Washington insured under a Sentinel policy with  
8 Business Income Coverage who suffered a suspension of their business at the covered  
9 premises related to COVID-19 and/or orders issued by Governor Inslee, and/or other  
10 civil authorities and whose Business Income claim has been denied by Sentinel.

12                   C.     ***Business Income Declaratory Relief Class:*** All persons and entities in  
13 the United States insured under a Sentinel policy with Business Income Coverage who  
14 suffered a suspension of their practice at the covered premises related to COVID-19  
15 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.

17                   D.     ***Business Income Coverage Declaratory Relief Washington Subclass:***  
18 All persons and entities in the State of Washington insured under a Sentinel policy with  
19 Business Income Coverage who suffered a suspension of their business at the covered  
20 premises related to COVID-19 and/or orders issued by Governor Inslee, and/or other  
21 civil authorities.

22                   E.     ***Extended Business Income Breach of Contract Class:*** All persons and  
23 entities in the United States insured under a Sentinel policy with Extended Business  
24 Income Coverage who suffered a suspension of their business at the covered premises  
25 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or

1 other civil authorities and whose Extended Business Income claim has been denied by  
2 Sentinel.

3 F. ***Extended Business Income Breach of Contract Washington Subclass:***

4 All persons and entities in the State of Washington insured under a Sentinel policy with  
5 Extended Business Income coverage who suffered a suspension of their business at the  
6 covered premises related to COVID-19 and/or orders issued by Governor Inslee, and/or  
7 other civil authorities and whose Extended Business Income claim has been denied by  
8 Sentinel.

9 G. ***Extended Business Income Declaratory Relief Class:*** All persons and  
10 entities in the United States insured under a Sentinel policy with Extended Business  
11 Income Coverage who suffered a suspension of their business at the covered premises  
12 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
13 other civil authorities.

14 H. ***Extended Business Income Declaratory Relief Washington Subclass:***  
15 All persons and entities in the State of Washington insured under a Sentinel policy with  
16 Extended Business Income coverage who suffered a suspension of their business at the  
17 covered premises related to COVID-19 and/or orders issued by Governor Inslee, and/or  
18 other civil authorities.

19 I. ***Extra Expense Breach of Contract Class:*** All persons and entities in the  
20 United States insured under a Sentinel policy with Extra Expense Coverage who sought  
21 to minimize losses from the suspension of their business at the covered premises in  
22 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
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1 and/or other civil authorities and whose Extra Expense claim has been denied by  
2 Sentinel.

3           J.        *Extra Expense Breach of Contract Washington Subclass:* All persons  
4 and entities in the State of Washington insured under a Sentinel policy with Extra  
5 Expense coverage who sought to minimize losses from the suspension of their business  
6 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
7 Inslee, and/or other civil authorities and whose Extra Expense claim has been denied by  
8 Sentinel.

9           K.        *Extra Expense Declaratory Relief Class:* All persons and entities in the  
10 United States insured under a Sentinel policy with Extra Expense Coverage who sought  
11 to minimize losses from the suspension of their business at the covered premises in  
12 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
13 and/or other civil authorities.

14           L.        *Extra Expense Declaratory Relief Washington Subclass:* All persons  
15 and entities in the State of Washington insured under a Sentinel policy with Extra  
16 Expense coverage who sought to minimize losses from the suspension of their business  
17 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
18 Inslee, and/or other civil authorities.

19           M.        *Civil Authority Breach of Contract Class:* All persons and entities in the  
20 United States insured under a Sentinel policy with Civil Authority Coverage who  
21 suffered a suspension of their practice and/or extra expense at the covered premises  
22 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
23 other civil authorities and whose Civil Authority claim has been denied by Sentinel.

1                   N.     *Civil Authority Breach of Contract Washington Subclass:* All persons  
2     and entities in the State of Washington insured under a Sentinel policy with Civil  
3     Authority coverage who suffered a suspension of their practice and/or extra expense at  
4     the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
5     and/or other civil authorities and whose Civil Authority claim has been denied by  
6     Sentinel.

7                   O.     *Civil Authority Declaratory Relief Class:* All persons and entities in the  
8     United States insured under a Sentinel policy with Civil Authority Coverage who  
9     suffered a suspension of their practice at the covered premises related to COVID-19  
10    and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.

12                  P.     *Civil Authority Declaratory Relief Washington Subclass:* All persons  
13    and entities in the State of Washington insured under a Sentinel policy with Civil  
14    Authority coverage who suffered a suspension of their practice at the covered premises  
15    related to COVID-19 and/or orders issued by Governor Inslee, and/or other civil  
16    authorities.

18                  24.    Excluded from the Classes are Defendant's officers, directors, and employees;  
19    the judicial officers and associated court staff assigned to this case; and the immediate family  
20    members of such officers and staff. Plaintiff reserves the right to amend the Class definitions  
21    based on information obtained in discovery.

22                  25.    This action may properly be maintained on behalf of each proposed Class under  
23    the criteria of Rule 23 of the Federal Rules of Civil Procedure.

25                  26.    **Numerosity:** The members of the Class are so numerous that joinder of all  
26    members would be impractical. Plaintiff is informed and believes that the proposed Class

1 contains thousands of members. The precise number of class members can be ascertained  
2 through discovery, which will include Defendant's records of policyholders.

3       **27. Commonality and Predominance:** Common questions of law and fact  
4 predominate over any questions affecting only individual members of the Class. Common  
5 questions include, but are not limited to, the following:

6           A.     Whether the class members suffered covered losses based on common  
7 policies issued to members of the Class;

8           B.     Whether Sentinel acted in a manner common to the class and wrongfully  
9 denied claims for coverage relating to COVID-19 and/or orders issued by Governor  
10 Inslee, other Governors, and/or other civil authorities;

11           C.     Whether Business Income Coverage in Sentinel's policies of insurance  
12 applies to a suspension of practice relating to COVID-19 and/or orders issued by  
13 Governor Inslee, other Governors, and/or other civil authorities;

14           D.     Whether Extended Business Income Coverage in Sentinel's policies of  
15 insurance applies to a suspension of practice relating to COVID-19 and/or orders issued  
16 by Governor Inslee, other Governors, and/or other civil authorities;

17           E.     Whether Extra Expense Coverage in Sentinel's policies of insurance  
18 applies to efforts to minimize a loss at the covered premises relating to COVID-19  
19 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities;

20           F.     Whether Civil Authority Coverage in Sentinel's policies of insurance  
21 applies to a suspension of practice relating to COVID-19 and/or orders issued by  
22 Governor Inslee, other Governors, and/or civil authorities;

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1           G.       Whether Sentinel has breached its contracts of insurance through a  
2           blanket denial of all claims based on business interruption, income loss or closures  
3           related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
4           other civil authorities;

5           H.       Whether, because of Defendant's conduct, Plaintiff and the class  
6           members have suffered damages; and if so, the appropriate amount thereof; and

7           I.       Whether, because of Defendant's conduct, Plaintiff and the class  
8           members are entitled to equitable and declaratory relief, and if so, the nature of such  
9           relief.

11           28.      **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
12           classes. Plaintiff and all the members of the classes have been injured by the same wrongful  
13           practices of Defendant. Plaintiff's claims arise from the same practices and course of conduct  
14           that give rise to the claims of the members of the Class and are based on the same legal theories.

15           29.      **Adequacy:** Plaintiff will fully and adequately assert and protect the interests of  
16           the classes and has retained class counsel who are experienced and qualified in prosecuting class  
17           actions. Neither Plaintiff nor its attorneys have any interests contrary to or in conflict with the  
18           Class.

20           30.      **Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or  
21           Varying Adjudications and Impairment to Other Class Members' Interests:** Plaintiff seeks  
22           adjudication as to the interpretation, and resultant scope, of Defendant's policies, which are  
23           common to all members of the class. The prosecution of separate actions by individual members  
24           of the classes would risk inconsistent or varying interpretations of those policy terms and create

1 inconsistent standards of conduct for Defendant. The policy interpretations sought by Plaintiff  
2 could also impair the ability of absent class members to protect their interests.

3 **31. Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**

4 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other  
5 members of the proposed classes making injunctive relief and declaratory relief appropriate on a  
6 classwide basis.

7 **32. Federal Rule of Civil Procedure 23(b)(3), Superiority:** A class action is

8 superior to all other available methods of the fair and efficient adjudication of this lawsuit.

9 While the aggregate damages sustained by the classes are likely to be in the millions of dollars,  
10 the individual damages incurred by each class member may be too small to warrant the expense  
11 of individual suits. Individual litigation creates a risk of inconsistent and/or contradictory  
12 decisions and the court system would be unduly burdened by individual litigation of such cases.  
13 A class action would result in a unified adjudication, with the benefits of economies of scale and  
14 supervision by a single court.

15 **VI. CAUSES OF ACTION**

16 **Count One—Declaratory Judgment**

17 *(Brought on behalf of the Business Income Coverage Declaratory Relief Class,  
18 Business Income Coverage Declaratory Relief Washington Subclass, Extended Business  
19 Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington  
20 Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief  
21 Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority  
22 Declaratory Relief Washington Subclass)*

23 33. Previous paragraphs alleged are incorporated herein.

24 34. This is a cause of action for declaratory judgment pursuant to the Declaratory  
25 Judgment Act, codified at 28 U.S.C. § 2201.

35. Plaintiff Kim brings this cause of action on behalf of the Business Income Coverage Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington Subclass, Extended Business Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority Declaratory Relief Washington Subclass.

36. Plaintiff Kim seeks a declaratory judgment declaring that Plaintiff Kim and class members' losses and expenses resulting from the interruption of their business are covered by the Policy.

37. Plaintiff Kim seeks a declaratory judgment declaring that Sentinel is responsible for timely and fully paying all such claims.

## **Count Two—Breach of Contract**

*(Brought on behalf of the Business Income Coverage Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass, Extended Business Income Breach of Contract Class, Extended Business Income Breach of Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach of Contract Washington Subclass, Civil Authority Breach of Contract Class, and Civil Authority Breach of Contract Washington Subclass)*

38. Previous paragraphs alleged are incorporated herein.

39. Plaintiff Kim brings this cause of action on behalf of the Business Income Coverage Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass, Extended Business Income Breach of Contract Class, Extended Business Income Breach of Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach of Contract Washington Subclass, Civil Authority Breach of Contract Class and Civil Authority Breach of Contract Washington Subclass..

40. The Policy is a contract under which Plaintiff Kim and the class paid premiums to Sentinel in exchange for Sentinel's promise to pay plaintiff and the class for all claims covered by the Policy.

41. Plaintiff Kim has paid its insurance premiums.

42. Plaintiff submitted a claim to Sentinel for the direct physical loss or damage to Plaintiff's property covered under the Sentinel policy related to COVID-19 and/or the proclamations and orders, but Plaintiff's claim has not yet been resolved. On information and belief, Sentinel intends to and will deny Plaintiff's claim. On information and belief, Sentinel will deny, has denied, and will continue to deny coverage for other similarly situated policyholders.

43. Denying coverage for the claim is a breach of the insurance contract.

44. Plaintiff Kim is harmed by the breach of the insurance contract by Sentinel.

## VII. PRAYER FOR RELIEF

1. A declaratory judgment that the policy or policies cover Plaintiff's losses and expenses resulting from the interruption of the Plaintiff's business related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other authorities.

2. A declaratory judgment that the defendant is responsible for timely and fully paying all such losses.

### 3. Damages.

#### 4. Pre- and post-judgment interest at the highest allowable rate.

5. Reasonable attorney fees and costs.

6. Such further and other relief as the Court shall deem appropriate.

## VIII. JURY DEMAND

Plaintiff demands a jury trial on all claims so triable.

DATED this 30th day of April, 2020.

# KELLER ROHRBACK L.L.P.

By: s/Amy Williams-Derry  
By: s/Lynn L. Sarko  
By: s/Ian S. Birk  
By: s/Gretchen Freeman Cappio  
By: s/Irene M. Hecht  
By: s/Maureen Falecki  
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